

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

PRIDE LENDING LLC, a Nevada
limited liability company,

Plaintiff,

Case No. 2:24-cv-10275

v.

PRIDE HOME MORTGAGE, LLC, an
Arizona limited liability company,

Defendant.

**COMPLAINT FOR TRADEMARK INFRINGEMENT AND UNFAIR
COMPETITION AND DEMAND FOR JURY TRIAL**

Plaintiff Pride Lending LLC (“Pride”) by and through its attorneys, Bodman PLC, submits this complaint for trademark infringement and unfair competition against Defendant Pride Home Mortgage LLC. In support of its claims, Plaintiff alleges the following:

1. This is an action for trademark infringement and unfair competition in violation of 15 U.S.C. § § 1114(1)(a), 1125(a).

PARTIES

2. Plaintiff Pride Lending LLC is a Nevada based Limited-Liability Company and a Nevada citizen with offices at 11411 Southern Highlands Pkwy, Suite 350, Las Vegas, NV 89141. Pride is licensed in and provides mortgage brokerage services in Alabama, Arkansas, Colorado, Florida, Georgia, Kansas,

Michigan, Minnesota, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, and Tennessee.

3. Defendant is an Arizona limited liability company with offices at 8825 N. 23rd Avenue, Suite 100, Phoenix, AZ 85021.

4. Upon information and belief, Defendant is a citizen of Arizona.

5. Defendant operates a mortgage brokerage service using the mark PRIDE HOME MORTGAGE providing services in Michigan, Florida, and Arizona.

6. Defendant maintains a Resident Agent within the State of Michigan, Incorp Services, Inc., with an address of 40600 Ann Arbor Road East, Suite 200, Plymouth, Michigan 48170.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331 as it involves claims arising under federal law.

8. Defendant has transacted business in the state of Michigan and or entered into a contract for services to be rendered in the state of Michigan and therefore this court has personal jurisdiction over Defendant pursuant to MCL 600.705.

9. On February 23, 2022, Defendant filed with the State of Michigan an Application for Certificate of Authority to Transact Business in Michigan. On the

application, Defendant stated that the “specific business which the limited liability company is to transact in Michigan” was “MORTGAGE BROKER COMPANY.”

10. Defendant’s contacts with the state of Michigan satisfy the due process requirements of personal jurisdiction.

11. By operating a mortgage brokerage in Michigan Defendant has purposefully availed itself to the laws of the state including, inter alia, laws concerning Michigan’s licensing and regulation of mortgage brokers.

12. Defendant targets its services at Michigan citizens advertising on its website that it serves Michigan, Florida and Arizona.

13. Defendant’s contacts with Michigan have harmed Pride as those contacts have interfered with Pride’s trademark rights, created a likelihood of confusion between the services offered by Pride and those offered by Defendant, and jeopardized the goodwill Pride has fostered around the Pride Lending Marks.

14. Venue is proper in this district pursuant to 28 U.S.C. § 1391 as Defendant transacts business in this district, Pride transacts business in this district, and a substantial part of the events giving rise to Pride’s claims occurred and are continuing to occur in this district.

GENERAL ALLEGATIONS

15. Pride is the owner of the federally registered trademark PRIDE



LENDING and design (reg. no. 7,003,703) for “loan financing; loan origination services; mortgage brokerage; mortgage financing services; mortgage lending; mortgage procurement for others; mortgage refinancing; financing and loan services” in international class 36 with a first use date of February 12, 2020.

16. Pride filed its federal trademark application on October 21, 2021 and received its certificate of registration on March 21, 2023. A true and correct copy of the certificate of registration is attached hereto as **Exhibit 1**.

17. Pride is also the owner and applicant for the word mark PRIDE LENDING (serial no. 98-075,855) for “financing and loan services; loan financing; loan origination services; mortgage brokerage; mortgage financing services; mortgage lending; mortgage procurement for others; mortgage refinancing” with a first use date of February 12, 2020. *See* **Exhibit 2**.

18. Pride filed its federal trademark application on July 7, 2023.

19. The two marks described in the preceding paragraphs are referred to herein as the “Pride Lending Marks.”

20. Pride has made a substantial investment in advertising and promoting the Pride Lending Marks in connection with its services. Through these efforts Pride has cultivated goodwill and a reputation for excellence that consumers associate with the Pride Lending Marks.

21. Defendant did not begin to use the mark PRIDE HOME MORTGAGE until August of 2021.

22. Defendant did not begin to use the mark PRIDE HOME MORTGAGE until after Pride's date of first use of the Pride Lending Marks in February 2020.

23. Despite Pride's earlier use, Defendant provides identical services under a nearly identical name in the same geographic territories and same trade channels as Pride offers its services.

24. In connection with its use of PRIDE HOME MORTGAGE, Defendant



also uses a design element of a lion, , which increases the likelihood that consumers will confuse Defendant's services with Pride's services.

25. Pride has demanded that Defendant cease and desist from its infringing conduct, but Defendant has refused.

26. This has included, in addition to prior efforts, a letter sent to Defendant on January 2, 2024, which is attached hereto as **Exhibit 3**.

27. Within less than ten minutes of when the letter attached as Exhibit 2 was sent to Defendant, Defendant replied by email, as shown in **Exhibit 4**.

28. Among other claims and threats, in its response Defendant refused to cease use of the PRIME HOME MORTGAGE mark.

29. The response shown in Exhibit 3 was substantially similar to Defendant's response to prior communications from Pride.

30. Therefore, Pride brings this action seeking injunctive relief, damages, and other appropriate relief in order to prevent Defendant from trading on its goodwill and to prevent consumer confusion.

COUNT I: TRADEMARK INFRINGEMENT 15 U.S.C. § 1114(1)(a)

31. Pride incorporates by reference the allegations in the preceding paragraphs.

32. Pride has provided “loan financing; loan origination services; mortgage brokerage; mortgage financing services; mortgage lending; mortgage procurement for others; mortgage refinancing; financing and loan services” under



the registered trademark PRIDE LENDING and design (reg. no. 7,003,703) mark since February of 2020.

33. Pride's services are offered under the PRIDE LENDING design mark in Alabama, Arkansas, Colorado, Florida, Georgia, Kansas, Michigan, Minnesota, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, and Tennessee.

34. The PRIDE LENDING design mark is distinctive and represents the time, effort, and financial resources Pride has invested in promoting the PRIDE LENDING design mark in connection with its services.

35. Through its efforts Pride has caused the public to associate the PRIDE LENDING design mark with Pride and earned Pride a positive reputation and goodwill with consumers.

36. Defendant has adopted and uses a design mark featuring the side profile of a lion with wings which is confusingly similar in appearance, sound, and commercial impression to the PRIDE LENDING design mark:



37. Defendant offers services identical to those offered by Pride under the PRIDE HOME MORTGAGE design mark, namely, mortgage brokerage services.

38. Defendant offers its services in the same channels of commerce as Pride by providing its services in Michigan and Florida.

39. Defendant's use in commerce of PRIDE HOME MORTGAGE and its use in commerce of the following composite mark (words plus design):



is likely to confuse or deceive the public into believing, contrary to fact, that Defendant's business and services are licensed, sponsored, authorized, or otherwise approved by Pride. Such infringing and unauthorized use infringes Pride's exclusive nationwide rights in its trademarks under 15 U.S.C. § 1114, and applicable state law.

40. Defendant therefore is engaged in federal trademark infringement in violation of the Lanham Act, 15 U.S.C. § 1114(1)(a).

41. Defendant's actions were and are being done knowingly and intentionally to cause confusion, or to cause mistake, or to deceive.

42. Pride has suffered and will continue to suffer damage and loss of goodwill and reputation. This continuing loss of goodwill cannot be properly

calculated and thus constitutes irreparable harm and an injury for which Pride has no adequate remedy at law. Pride will continue to suffer irreparable harm unless this Court enjoins Defendant's conduct.

43. Price is entitled to, among other relief, injunctive relief and an award of actual damages, Defendant's profits, enhanced damages and profits, reasonable attorney's fees, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

COUNT II: UNFAIR COMPETITION UNDER 15 U.S.C. § 1125(a)

44. Pride incorporates by reference the allegations in the preceding paragraphs.

45. Pride has provided "loan financing; loan origination services; mortgage brokerage; mortgage financing services; mortgage lending; mortgage procurement for others; mortgage refinancing; financing and loan services" under the word mark PRIDE LENDING since February of 2020.

46. The PRIDE LENDING word mark is pending registration before the United States Patent and Trademark office (serial no. 98,075,855).

47. The PRIDE LENDING word mark is distinctive and represents the time, effort, and financial resources Pride has invested in promoting the PRIDE LENDING mark in connection with its services.

48. Through its efforts Pride has caused the public to associate the PRIDE LENDING mark with Pride and earned Pride a positive reputation and goodwill with consumers.

49. Defendant adopted and uses the mark PRIDE HOME MORTGAGE.

50. The dominant element of Defendant's mark is the word "pride" since it is the first word in the mark and both "home" and "mortgage" are descriptive of Defendant's services.

51. The dominant element in Plaintiff's mark is also "pride."

52. Defendant's mark is confusingly similar in appearance, sound, and commercial impression to the PRIDE LENDING word mark.

53. Defendant offers services identical to those offered by Pride under the PRIDE HOME MORTGAGE mark, namely, mortgage brokerage services.

54. Defendant offers its services in the same channels of commerce as Pride by providing its services in Michigan and Florida.

55. Defendant's use in commerce of PRIDE HOME MORTGAGE and its use in commerce of the following composite mark (words plus design):



constitutes use of a false designation of origin and

misleading description and representation of fact in violation of 15 U.S.C. § 1125(a).

56. Defendant is therefore engaged in federal trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. § 1125(a).

57. Defendant has refused to cease using its infringing marks despite Pride's requests that it do so. Defendant's actions therefore constitute knowing, deliberate, and willful infringement, and make this an exceptional case under 15 U.S.C. § 1117(a).

58. Pride has suffered and will continue to suffer damage and loss of goodwill and reputation. This continuing loss of goodwill cannot be properly calculated and thus constitutes irreparable harm and an injury for which Pride has no adequate remedy at law. Pride will continue to suffer irreparable harm unless this Court enjoins Defendant's conduct.

59. Pride is entitled to, among other relief, injunctive relief and an award of actual damages, Defendant's profits, enhanced damages and profits, reasonable attorney's fees, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

PRAYER FOR RELIEF

WHEREFORE, Pride requests and Order and Judgment as follows:

- A. Entry of an Order preliminarily and then permanently enjoining and restraining Defendant and its officers, agents, employees, attorneys, successors and assigns, and all persons or entities acting in concert or participation with any of them, from the distribution, offering for sale, sale, advertising, and/or promotion of goods or services utilizing the PRIDE HOME MORTGAGE mark and from otherwise engaging in unfair competition with Pride;
- B. Directing Defendant to file with the Court and serve on Pride's counsel, within thirty (30) days after entry of any injunction issued by the Court in this action, a sworn written statement setting forth in detail the manner and form in which Defendant has complied with the injunction as provided in 15 U.S.C. §1116(a);
- C. Awarding Pride judgment against Defendant for the damages Pride has sustained and the profits Defendant has derived as a result of its trademark infringement and unfair competition, assessing such damages in a separate accounting procedure and then trebling those damages in accordance with Section 35 of the Lanham Act, 15 U.S.C. § 1117;
- D. Awarding Pride its costs and attorney fees incurred in connection with this action, pursuant to Section 35 of the Lanham Act, 15 U.S.C. § 1117;

- E. Awarding Pride interest, including prejudgment and post-judgment interest, on the foregoing sums; and
- F. Awarding Pride such other and further relief as the Court deems just.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all matters and issues triable by jury.

Respectfully submitted,

BODMAN PLC

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